

EXHIBIT A



CORPORATION SERVICE COMPANY®

Notice of Service of Process

NJP / ALL
Transmittal Number: 11836709
Date Processed: 11/14/2013

Primary Contact: Claims Manager
Montgomery Mutual Insurance Company
13830 Ballantyne Corporate Place
Suite 300
Charlotte, NC 28277-2711

Entity:	Peerless Indemnity Insurance Company Entity ID Number 2538477
Entity Served:	Peerless Indemnity Insurance Company
Title of Action:	Dr. Donald Wegener vs. Peerless Indemnity Insurance Company
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Knox County Chancery Court, Tennessee
Case/Reference No:	186414-2
Jurisdiction Served:	Tennessee
Date Served on CSC:	11/13/2013
Answer or Appearance Due:	30 Days
Originally Served On:	TN Department of Commerce and Insurance on 11/8/2013
How Served:	Certified Mail
Sender Information:	Christopher D. Heagerty 865-292-2307

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

**STATE OF TENNESSEE
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243-1131
PH - 615.532.5260, FX - 615.532.2788
Jerald.E.Gilbert@tn.gov**

November 8, 2013

Peerless Indemnity Insurance Company
2908 Poston Avenue, % C S C
Nashville, TN 37203
NAIC # 18333

Certified Mail
Return Receipt Requested
7012 1010 0002 9210 7621
Cashier # 11789

Re: Dr. Donald Wegener V. Peerless Indemnity Insurance Company

Docket # 186414-2

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served November 8, 2013, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert
Designated Agent
Service of Process

Enclosures

cc: Chancery Court Clerk
Knox County
400 Main Avenue, Rm 123
Knoxville, Tn 37902

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

DR. DONALD WEGENER,

Plaintiff,

v.

PEERLESS INDEMNITY INSURANCE
COMPANY and HAWKEYE-SECURITY
INSURANCE,

Defendants.

2013 NOV -4 PM 4:20

NO. 186414-2 HOWARD G. HOGAN

SUMMONS


To the above-named Defendant(s): Peerless Indemnity Insurance Company

You are hereby summoned and required to serve upon **Christopher D. Heagerty**, attorney for Plaintiff, whose address is **617 W. Main Street, Post Office Box 869, Knoxville, Tennessee 37901-0869**, a true copy of the defense to the Complaint herewith served upon you within 30 days after service of this Summons and Complaint upon you, exclusive of the day of service. You will file the original pleading with the Court. If you fail to do so, judgment by default can be taken against you for the relief demanded in the Complaint.

Issued and tested this 4 day of November, 2013.

Clerk

Deputy Clerk

 **ADA**
FOR ASSISTANCE CALL
TTY: 865 / 215-2952
To the Defendant(s) 215-2497

NOTICE

Tennessee law provides a four thousand dollar (\$4,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

SERVICE INFORMATION

To the Process Server: **Peerless Indemnity Insurance Company** can be served with process through the **Tennessee Department of Commerce and Insurance, Insurance Division, 500 James Robertson Parkway, Nashville, Tennessee 37243**

RETURN

I received this Summons on the _____ day of _____, 2013.

I hereby certify and return that on the _____ day of _____, 2013:

[] I served this Summons and a Complaint on Defendant _____
in the following manner: _____

[] I failed to serve this Summons within 30 days after its issuance because: _____

Process server

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

DR. DONALD WEGENER,

Plaintiff,

v.

PEERLESS INDEMNITY INSURANCE
COMPANY and HAWKEYE-SECURITY
INSURANCE,

Defendants.

2013 NOV -4 PM 4:20

No. 186414-2 EDWARD G. HOGAN

COMPLAINT

Comes the plaintiff, Dr. Donald Wegener, and for its cause of action, states as follows:

1. Plaintiff, Dr. Donald Wegener, is a citizen, resident and business property owner in Knoxville, Knox County, Tennessee, with his principal place of business at 7311 Clinton Highway, Powell, Tennessee 37849.

2. Defendants, Peerless Indemnity Insurance Company and Hawkeye-Security Insurance, are foreign corporations doing business in the State of Tennessee, and may be served with process through the service of process of the Tennessee Department of Commerce and Insurance, Insurance Division, 500 James Robertson Parkway, Nashville, Tennessee 37243.

3. On or about August 7, 2006, a policy of insurance was issued to Dr. Donald G. Wegener through Hawkeye-Security Insurance and Peerless Indemnity Insurance Company, Policy No. 8179496, and through subsequent renewals thereof, providing coverage under a "Commercial Protector" coverage form for the Plaintiff's business premises located at 7311 Clinton Highway, Powell, Tennessee 37849.

4. That among the cover coverages provided under the "Commercial Protector" coverage form, was coverage for all risks of loss to covered buildings under the policy.

5. That on March 1, 2012, the insured business premises owned by Plaintiff was exposed to wind, hail and storm resulting in damage to the roof and associated structures of the building, all of which were covered under the policy issued to the Plaintiff.

6. That Plaintiff made and pursued a claim under the terms of the policy and performed all requests, directives, and conditions precedent to recovery under the policy.

7. That the damage to the business premises of the Plaintiff was of such a type that the roof system could not be completely repaired for both cosmetic and practical reasons, there being a halt in the manufacturer of the type of shingle used in the roof system of the Plaintiff's business premises, and there being no roof shingles manufactured by any source at the time of the damage to the Plaintiff's business premises which would allow his business premises to be repaired with shingles of "like and quality".

8. That the business owner's "Commercial Protector" business property coverage form sold to Plaintiff by Defendants provides for replacement cost coverage for damage to his business premises which, in this instance, would required replacement of the entire roof of the business premises since repair in a piece meal fashion with shingles that were not of "like kind and quality" would not put the Plaintiff in the same position that he was prior to the time he incurred the referenced loss.

9. That after making claim for replacement cost coverage under the policy, Defendants denied said claim and offered the payment only of a miniscule portion of his loss, which would be tantamount to denial of his claim.

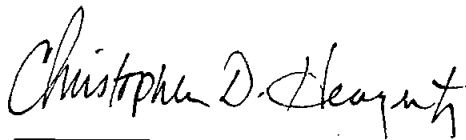
10. That the actions of the company in both failing and refusing to abide by the terms of

the policy issued to the Plaintiff amount to bad faith in violation of T.C.A. § 56-7-105, and Plaintiff is entitled to recover his "extra expense" incurred through the bad faith of the Defendants in violation of the aforementioned statute.

11. That on June 24, 2013, counsel for the Plaintiff gave notice to the Defendants and its representatives, of his intent to pursue the bad faith penalty pursuant to T.C.A. § 56-7-105, and that 60 days have elapsed from the date of said notice until the filing of this Complaint.

WHEREFORE, THE FOREGOING PREMISES CONSIDERED, Plaintiff prays unto the Court for the following relief:

1. That summons issue and be served upon the Defendants and that they be required to answer the Complaint within the time required by law;
2. That Plaintiff have and recover his prejudgment and post judgment interest in this cause of action;
3. That Plaintiff have and from the Defendants, and each of them, the 25% bad faith penalty for violation of T.C.A. § 56-7-105;
4. That Plaintiff have and recover the amount of his property damage loss under the terms of the policy in an amount not to exceed \$500,000.00; and
5. That Plaintiff have and recover such other and generally as the Court deems proper and necessary.

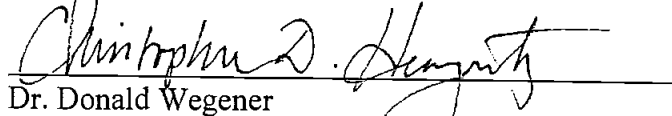


Christopher D. Heagerty, BPR No. 016728
Attorney for Plaintiff
HODGES, DOUGHTY & CARSON, PLLC
617 Main Street
P.O. Box 869
Knoxville, TN 37901-0869
865-292-2307

COST BOND

We hereby acknowledge ourselves as sureties for the costs in this cause in accordance with the terms of T.C.A. § 20-12-120,

PRINCIPAL

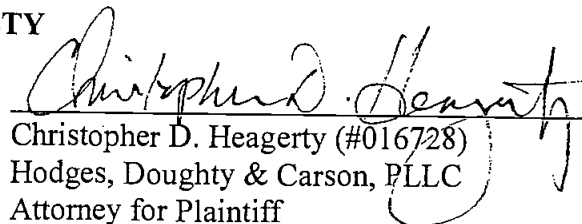


Dr. Donald Wegener

By: Christopher D. Heagerty His Attorney

SURETY

By:



Christopher D. Heagerty (#016728)

Hodges, Doughty & Carson, PLLC

Attorney for Plaintiff

617 W. Main Street

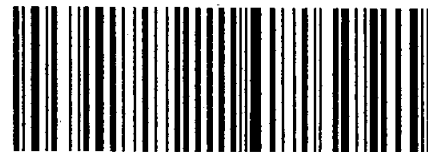
Post Office Box 869

Knoxville, Tennessee 37901-0869

(865) 292-2307

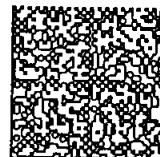
CERTIFIED MAIL™

State of Tennessee
Dept. of Commerce & Insurance
Service of Process
500 James Robertson Parkway
Nashville, TN 37243



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FIRST CLASS



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\$ 06.31⁰

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MAILED FROM ZIP CODE 37243

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PEERLESS INDEMNITY INSURANCE COMPANY
2908 POSTON AVENUE, % C S C
NASHVILLE, TN 37203